

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	SECURITY INTEREST																																										
<b>CONVEYING PARTY DATA</b>																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>MacTarnahan's IP, LLC</td> <td></td> <td>02/01/2009</td> <td>LIMITED LIABILITY COMPANY: OREGON</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	MacTarnahan's IP, LLC		02/01/2009	LIMITED LIABILITY COMPANY: OREGON																																			
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<b>RECEIVING PARTY DATA</b>																																											
Name:	Basso Private Series LLC																																										
Street Address:	1266 East Main Street																																										
Internal Address:	4th Floor																																										
City:	Stamford																																										
State/Country:	CONNECTICUT																																										
Postal Code:	06902																																										
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																																										
<b>PROPERTY NUMBERS Total: 15</b>																																											
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**TRADEMARK**  
**REEL: 003941 FRAME: 0718**

Serial Number:	77639314	THE PORTLAND BREWERY
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Serial Number:	77643825	GRIFTER
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**CORRESPONDENCE DATA**

Fax Number: (206)340-9599

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2066248300

Email: ip@grahamdunn.com

Correspondent Name: Kathleen T. Petrich

Address Line 1: 2801 Alaskan Way

Address Line 2: Suite 300

Address Line 4: Seattle, WASHINGTON 98121

ATTORNEY DOCKET NUMBER:	M35090 MACT SEC AGR
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NAME OF SUBMITTER:	Kathleen T. Petrich
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Signature:	/Kathleen T. Petrich/
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Date:	02/24/2009
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**Total Attachments: 7**

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**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Agreement"), effective as of the 1st day of February, 2009, is between MACTARNAHAN'S IP, LLC, an Oregon limited liability company ("GRANTOR"), and BASSO PRIVATE SERIES LLC, a Delaware limited liability company, on behalf of BASSO SERIES 3 (MHB) (the "SECURED PARTY").

**WITNESSETH:**

WHEREAS, Independent Brewers United Corporation (formerly Pyramid Breweries, Inc.) ("IBUC") and SECURED PARTY have entered into that certain Security Agreement dated as of August 4, 2008 (the "Prior Security Agreement");

WHEREAS, IBUC has transferred the Trademark Collateral (as defined below) to Grantor pursuant to an Assignment of Intellectual Property Rights by and between Grantor and IBUC dated as of February 1, 2009 (the "Assignment");

WHEREAS, in connection with the Assignment, GRANTOR and SECURED PARTY have entered into that certain Security Agreement dated as of February 1, 2009 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement and not otherwise defined herein, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement and in confirmation of the Prior Security Agreement, GRANTOR pledged, hypothecated, assigned, transferred, delivered and granted to SECURED PARTY, a security interest in certain property of GRANTOR including, without limitation, all intangible property now owned or hereafter acquired by GRANTOR including, without limitation, all trademarks, trademark applications, registrations, goodwill and security interests and all proceeds, products, replacements and renewals thereof, as security for the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in confirmation of the rights and obligations as set forth in the Prior Security Agreement, GRANTOR hereby pledges, hypothecates, assigns, transfers, delivers and grants to SECURED PARTY a security interest in all of GRANTOR's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter acquired, and such grant insofar as it applies to property covered by the Security Agreement and the Prior Security Agreement, is in confirmation of the security interest granted under the Security Agreement and the Prior Security Agreement: (1) each trademark, trademark application and trademark registration, including, without limitation, those set forth on Schedule I attached hereto, together with any reissues, renewals, divisions, modifications, substitutions or extensions thereof, and all the goodwill symbolized thereby; and (2) all proceeds, products, and replacements thereof.

The security interest contained in this Agreement is granted in conjunction with the security interests granted to SECURED PARTY pursuant to the Security Agreement. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted under the Security Agreement. GRANTOR hereby acknowledges and affirms that the rights and remedies of SECURED PARTY with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Prior Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

The SECURED PARTY does hereby certify that the security interest it holds in the Trademark Collateral, pursuant to the Prior Security Agreement, which was recorded with the United States Patent and Trademark Office on August 7, 2008 at Reel 3831, Frame 0399 (the "Junior Trademark Security Agreement"), is junior and subordinate to the security interest of the Senior Lender in the Trademarks pursuant to that certain Trademark Security Agreement dated on or about February 26, 2009 by and between the Grantor and BROTHERS HARRIMAN & CO.

IN WITNESS WHEREOF, GRANTOR has caused this Agreement to be executed as of the 1st day of February, 2009.

MACTARNAHAN'S IP, LLC

By: Independent Brewers United, Inc., its  
sole member

By: 

Name: R. Martin Kelly, President

# **SCHEDULE I**

## **MACTARNAHAN'S IP, LLC**

### **U.S. Trademark Registrations**

<b>#</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
<b>1</b>	<b>MACTARNAHAN'S</b>	<b>2,141,072</b>	<b>March 3, 1998</b>
<b>2</b>	<b>PORTLAND</b>	<b>2,183,153</b>	<b>August 18, 1998</b>
<b>3</b>	<b>PORTLAND BREWING</b>	<b>2,204,855</b>	<b>November 24, 1998</b>
<b>4</b>	<b>PORTLAND BREWING AND DESIGN</b>	<b>2,276,468</b>	<b>September 7, 1999</b>
<b>5</b>	<b>DESIGN (Running Waiter)</b>	<b>2,359,725</b>	<b>June 20, 2000</b>
<b>6</b>	<b>MAC'S</b>	<b>2,393,015</b>	<b>October 10, 2000</b>
<b>7</b>	<b>HONU BEER</b>	<b>2,988,986</b>	<b>August 30, 2005</b>
<b>8</b>	<b>HONU</b>	<b>2,995,206</b>	<b>September 13, 2005</b>
<b>9</b>	<b>THUNDERHEAD</b>	<b>3,102,282</b>	<b>June 6, 2006</b>
<b>10</b>	<b>PORTLAND</b>	<b>3,200,497</b>	<b>January 23, 2007</b>
<b>11</b>	<b>OREGON HONEYBEER AND DESIGN</b>	<b>3,293,017</b>	<b>September 18, 2007</b>

**Pending U.S. Trademark Applications**

	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
<b>12</b>	<b>SLING SHOT</b>	77/341,136	November 30, 2007
<b>13</b>	<b>MACTARNAHAN'S BLACKWATCH</b>	77/406,613	February 26, 2008
<b>14</b>	<b>THE PORTLAND BREWERY</b>	77/639,314	December 23, 2008
<b>15</b>	<b>GRIFTER</b>	77/643,825	January 6, 2009

### **CALIFORNIA State Trademark Registrations**

<b>Mark (Class)</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>MACTARNAHAN'S</b>	100,104	May 17, 1995
<b>MACTARNAHAN'S BLACK WATCH</b>	108,042	March 27, 2002

### **COLORADO State Trademark Registrations**

<b>Mark (Class)</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>ICICLE CREEK WINTER ALE</b>	1,046,273 - 1995	April 11, 1995
<b>OREGON HONEY BEER</b>	1,046,274 - 1995	April 11, 1995
<b>MACTARNAHAN'S</b>	1,046,276 - 1995	April 11, 1995

### **IDAHO State Trademark Registration**

<b>Mark (Class)</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>MACTARNAHAN'S BLACKWATCH</b>	17,147	February 25, 2002

**OREGON State Trademark Registrations**

<b>Mark (Class)</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>NOR'WESTER</b>	T27906	February 23, 1994
<b>PORTLAND ALE</b>	T29184	March 22, 1995
<b>MACTARNAHAN'S BLACK WATCH</b>	T35675	February 14, 2002

**WASHINGTON State Trademark Registrations**

<b>Mark (Class)</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>MACTARNAHAN'S BLACKWATCH</b>	52426	February 25, 2008



### CANADIAN Trademark Registrations

Mark (Class)	Registration No.	Registration Date
MAC's	TMA600,994	January 30, 2004
MACTARNAHAN'S HIGHLANDER	TMA601,034	January 30, 2004
THE MACTARNAHAN	TMA601,062	February 2, 2004
MACTARNAHAN'S	TMA601,089	February 2, 2004